

AZ AG Contract No. KR930080TRN  
AZ ECS File: JPA 93-06  
AZ Project No: P 4293 58P  
UDOT CID No.: 7540  
Section: I-17 Extension Study

938304

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE STATE OF UTAH

000511

THIS AGREEMENT is entered into 22 MARCH 1993,  
pursuant to Arizona Revised Statutes, Sections 11-951 through  
11-954, as amended, and Sections 11-13-4 and 11-13-5 of the  
Utah Code, as amended, between the STATE OF ARIZONA, acting by  
and through its DEPARTMENT OF TRANSPORTATION ("ADOT") and the  
STATE OF UTAH, acting by and through its DEPARTMENT OF  
TRANSPORTATION ("UDOT").

I. RECITALS

1. ADOT is empowered by Arizona Revised Statutes Section  
28-114 to enter into this agreement and has by resolution, a  
copy of which is marked "Exhibit A", attached hereto and  
thereby made a part hereof, resolved to enter into this  
agreement and has delegated to the undersigned the authority to  
execute this agreement on behalf of ADOT.

2. UDOT is empowered by Sections 11-13-4 and 11-13-5 of  
the Utah Code as amended to enter into this agreement and has  
by resolution, a copy of which is marked "Exhibit B" attached  
hereto and thereby made a part hereof, resolved to enter into  
this agreement and has authorized the undersigned to execute  
this agreement on behalf of UDOT.

3. With the advent of the North American Free Trade  
Agreement, and the increasing population and economic growth of  
the Western United States and Canada, it has been determined  
that a requirement exists for a major North - South interstate  
highway linking the existing I-17 from it's Northern terminus  
in Flagstaff to I-15 in Utah. ADOT and UDOT have agreed to  
participate equally in a feasibility study, at an estimated  
cost of \$150,000.00, to (1) identify a suitable corridor for  
the the extension, (2) to identify the environmental impacts of  
an extension and the probable required mitigation measures, and  
(3) to estimate the cost to construct an extension.

NO. <u>17432</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>03/22/93</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Wm. J. Kraemer</u>

"ARIZONA DEPARTMENT OF TRANSPORTATION  
COPY"

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4. ADOT and UDOT agree that ADOT will be the lead agency for the study, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

## II. SCOPE OF WORK

### 1. ADOT will:

a. Advertise for, and with the concurrence of UDOT, hire an engineering consultant to accomplish the Project, administer the contract and make all payments to the consultant, obtain the concurrence of UDOT on any increased costs and contract modifications, and be responsible for any consultant claims for extra compensation attributable to ADOT.

b. Provide UDOT with copies of all Project submittals, progress reports and such other related data, and coordinate ADOT and UDOT review comments with the consultant.

c. No more often than monthly, invoice UDOT for fifty percent (50%) of the reasonable direct actual cost of the Project, with no profit or fee, in a total amount estimated at \$75,000.00.

### 2. UDOT will:

a. Participate with Arizona in the consultant selection.

b. Review the consultant's Project submittals and provide comments as appropriate. Be responsible for any consultant claims for extra compensation attributable to Utah.

c. Reimburse ADOT for fifty percent (50%) of the reasonable direct actual cost of the Project, within forty five (45) days after receipt of invoices, in a total amount estimated at \$75,000.00.

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### III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements or until two (2) years after the effective date, whichever occurs first. This agreement is renewable upon the written consent of both parties hereto.

2. This agreement shall become effective upon being filed with the Arizona Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. The work and reimbursements addressed herein will be accomplished in accordance with the appropriate provisions contained in the Utah "INTERLOCAL COOPERATION ACT" comprising Sections 11-13-1 through 11-13-35 of the Utah Code as amended.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, Arizona 85007

Utah Department of Transportation  
Director, Transportation Planning  
4501 South 2700 West  
Salt Lake City, Utah 84119


8. Copies of the written determinations of each party's legal counsel stating that the parties are authorized under the laws of their respective States to enter into this agreement and that the agreement is in proper form are marked "Exhibit C", attached hereto and thereby made a part hereof.


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IN WITNESS WHEREOF, the parties have caused these presents to be executed by its duly authorized officers as of the day and year first above written.

STATE OF ARIZONA  
Department of Transportation

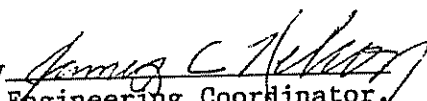
ATTEST:

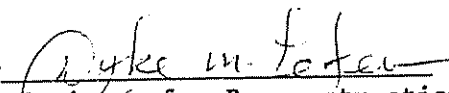
By   
HARRY A. REED, Director  
Transportation Planning  
Division

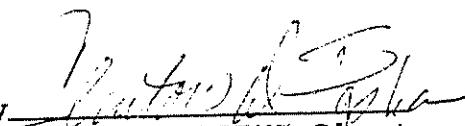
By   
ROBERT C. GUSTAFSON  
Contracts Administrator  
Highways Division

RECOMMENDED FOR APPROVAL:

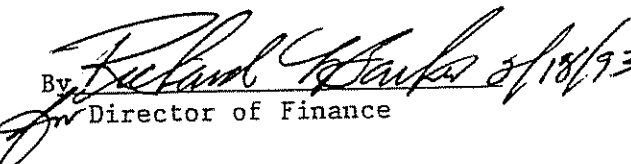
UTAH DEPARTMENT OF TRANSPORTATION

By   
Engineering Coordinator,  
Utilities and Railroads

By   
Engineer for Preconstruction

By   
CLINTON D. TOPHAM, Director  
Transportation Planning  
Division

APPROVED:

By  2/18/93  
Director of Finance

RESOLUTION

Sheet 1 of 1

BE IT RESOLVED on this 11th day of January 1993, that I, JAMES S. CREEDON, as Acting Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Transportation Planning Division, to enter into an agreement with the State of Utah for the purpose of defining responsibilities for the joint participation in a feasibility study for the extension of I-17 from Flagstaff to I-15 in Utah.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Director, Transportation Planning Division.

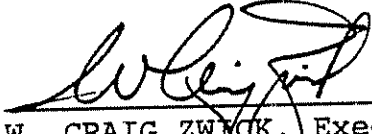
*Mary E. Peters*  
for JAMES S. CREEDON  
Acting Director

# EXHIBIT B

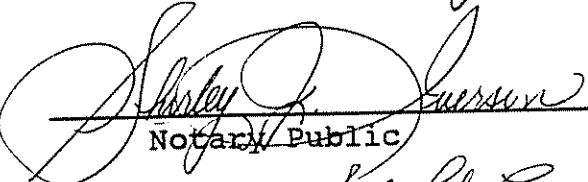
Sheet 1 of 1

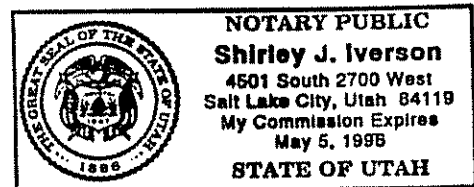
## RESOLUTION

BE IT RESOLVED on this date, 11 Feb. 1993, I, W. Craig Zwick, the below undersigned, Executive Director, have determined that it is to the advantage of the State of Utah, acting by and through the Utah Department of Transportation and the State of Arizona acting by and through the Arizona Department of Transportation, to enter into an Intergovernmental Agreement for the purpose of providing for a corridor study to accommodate a new North - South Interstate Highway to link the existing I-17 from Flagstaff Arizona to the existing I-15 in Utah.

  
W. CRAIG ZWICK, Executive  
Director, Utah Department of  
Transportation

Subscribed and sworn to before me this  
date of 11th February, 1993.

  
Notary Public  
Residing at: Salt Lake County  
My Commission Expires: 5-5-96




938304

EXHIBIT C

Sheet 2 of 2

The undersigned hereby determines that the foregoing Intergovernmental Agreement is proper in form and is within the authority of the Utah Department of Transportation under the laws of the State of Utah.

  
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DONALD S. COLEMAN,  
Assistant Attorney General



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS  
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR93-0080-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 18<sup>th</sup> day of March, 1993.

GRANT WOODS  
Attorney General

A handwritten signature in cursive script, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section